

REMARKS

Applicant submits that the present amendment is fully responsive to the Office Action dated March February 13, 2007 and, thus, the application is in condition for allowance.

By this reply, no claims are amended. Claims 2 - 13 remain pending. Of these, claims 2, 7, and 9 are independent. An expedited review and allowance of the application is respectfully requested.

In the outstanding Office Action, claims 2 - 13 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Skog et al., (US Pat. No. 6,977,917) in view of Lantto et al. (U.S. Pat. No 7,152,160). It is asserted that Skog discloses a device and method with all of the limitations of the present invention as recited in the claims except for “authenticating...” It is further asserted that Lantto discloses this deficiency, and thus it would have been obvious to combine the references to obviate the present invention as recited in the pending claims. Applicant respectfully traverses.

With respect to claim 2, Skog does not disclose the present invention as recited in the pending claims. For example, Skog does not disclose a device that, for example, allows authenticating a subscriber for access to a requested service based upon receiving a code from a terminal device, the code indicating that a unique username and password will not be provided by the terminal device. In contrast, Skog discloses receiving a temporary IP address from a mobile terminal. See Skog, ¶¶ 30, 31. The temporary IP address is not a code as contemplated in the claims. Even if the temporary IP address were such a code, *arguendo*, Skog does not disclose authenticating the subscriber based on the IP address. The only authentication Skog discloses is during the initial sign-on, in paragraphs 29 and 30. Once the initial authentication is complete, Skog fails to disclose any subsequent authentication of the subscriber as required by

claim 2. This deficiency is not obviated if Skog is attempted to be combined with Lantto. Lantto does not disclose the same problem, nor does it resolve the same problem. Thus, there is no motivation to combine Skog with Lantto other than through Applicant's own disclosure. This improper hindsight cannot be used to maintain an obviousness rejection.

With respect to claim 7, Skog does not disclose a device that, for example, allows communicating to a network, in lieu of a user name and password, a code to cause the network to authenticate and authorize access to a service, the authentication and authorization based upon an IP address assigned to the terminal device by the network and upon a unique identifier provided by the terminal device to the network during an earlier attach process. Skog does not disclose any authentication occurring after the initial sign on. See Skog, ¶ 29 (authentication occurs during initial sign-on procedures). In discussing subsequent accesses to the network to obtain services, Skog merely suggests that the terminal device transmits a temporary IP address and (presumably) an access request. See Skog, ¶¶ 30 – 32. Skog does not disclose the terminal device communicating any other code, as recited in claim 7. Even if the temporary IP address or service request were to be interpreted as such a code, *arguendo*, Skog does not disclose using the code to authenticate the subscriber, as recited by claim 7. Skog merely discloses requesting user parameters from a service database. See Skog, ¶ 30. Such user parameters include services subscribed to, billing addresses, and "similar types of information". Authentication information is not among the potential user parameters which a service provider may obtain from the service database disclosed in Skog. This deficiency is not obviated if Skog is attempted to be combined with Lantto. Lantto does not disclose the same problem, nor does it resolve the same problem. Thus, there is no motivation to combine Skog with Lantto other than through Applicant's own disclosure. This improper hindsight cannot be used to maintain an obviousness rejection.

With respect to claim 9, Skog fails to disclose a method that, for example, allows authorizing the terminal device to access a requested service based on the code and the authentication information for the reasons given above. This deficiency is not obviated if Skog is attempted to be combined with Lantto. Lantto does not disclose the same problem, nor does it resolve the same problem. Thus, there is no motivation to combine Skog with Lantto other than through Applicant's own disclosure. This improper hindsight cannot be used to maintain an obviousness rejection.

With respect to claims 3 – 6, 8, and 10 – 13, these claims depend from one of claims 2, 7, or 9, respectively. Since neither Skog nor Lantto disclose all of the limitations of claims 2, 7, or 9, this combination, even if there is any motivation to maintain it, also cannot disclose all of the limitations of claims 3 – 6, 8, and 10 – 13.

Further with respect to claims 4 and 11, Skog and Lantto fail to disclose forming an account name from the identifier. Skog in fact discloses that the user already has an account upon access. See Skog, ¶ 29 (“The user database...contains information on the user of the mobile terminal...”). Skog cannot disclose forming an account name if Skog discloses that the account already exists.

If any other fees are associated with the entering and consideration of this amendment, please charge such fees to our Deposit Account 50-2882.

Applicant respectfully requests an interview with the Examiner to present more evidence of the unique attributes of the present invention in person. As all of the outstanding rejections have been traversed and all of the claims are believed to be in condition for allowance, Applicant respectfully requests issuance of a Notice of Allowance. If the undersigned attorney can assist in

any matters regarding examination of this application, Examiner is encouraged to call at the number listed below.

Respectfully submitted,

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